

wife, by Wilbur C. Hargett and Grace L. Hargett, his wife, by deed bearing date on the fifth day of April, 1951 and recorded in Liber No. 491, folio 280, one of the Land Records of Frederick County, Maryland.

2. That on the 24th day of November, 1953, by agreement between the Catoctin Construction Company, Inc., Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, and Catoctin Construction Company, a body corporate, the aforesaid Deed of Trust and promissory note were amended so as to change the interest from 4 1/4% to 4 1/2% per annum and to change the monthly payment from \$43.90 to \$45.04 and the first payment date from April 1, 1953 to October 1, 1953 and the final payment date from March 1, 1978 to September 1, 1978.

3. That there is still due and owing to the holders of the promissory note the sum of \$7,996.18 balance due on principal, and \$528.74 being interest at 4 1/2% from January 1, 1955 to June 13, 1956, making a total indebtedness in the amount of \$8,636.28; all of which will more fully appear by reference to the Statement of Claim heretofore filed in the within case and which is prayed may be taken and considered as a part hereof.

4. That there is contained in said Deed of Trust, the original copy of which has heretofore been filed in these proceedings as Exhibit "A", and which it is prayed may be taken and considered a part hereof, a provision that "upon default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense